

UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK

PEARSON EDUCATION, INC.; CENGAGE  
LEARNING, INC.; and MCGRAW-HILL GLOBAL  
EDUCATION HOLDINGS, LLC,

Plaintiffs,

v.

DANN DIVINE; DAPHNEE DIVINE; REJOICE  
SENAYE; MAWULI KRAH; ROSCHELLE  
SALMON; JOSHUA KHALIFA; BRIDGEPORTS  
INT'L INC.; and HAPPY FAMILIES INT'L INC.,

Defendants.

**Case No. 17-cv-203-KMW**

**[PROPOSED] FINAL JUDGMENT AND INJUNCTION AS TO DEFENDANTS  
DANN DIVINE, DAPHNEE DIVINE, REJOICE SENAYE, MAWULI KRAH,  
ROSCHELLE SALMON, BRIDGEPORTS INT'L INC.,  
AND HAPPY FAMILIES INT'L INC.**

Plaintiffs Cengage Learning, Inc., McGraw Hill LLC (successor in interest to McGraw-Hill Global Education Holdings, LLC), and Pearson Education, Inc. (collectively, the “Plaintiffs”) filed a complaint against Dann Divine, Daphnee Divine, Rejoice Senaye, Mawuli Krah, Roschelle Salmon, Bridgeports Int’l Inc., and Happy Families Int’l Inc. (“Defendants”), alleging claims of infringement pursuant to the Copyright Act, 17 U.S.C. § 101, and trademark counterfeiting pursuant to the Lanham Act, 15 U.S.C. § 1114. The parties indicate that they have settled this matter. In connection therewith, the parties have jointly stipulated to entry of this Final Judgment and Permanent Injunction.

**NOW THEREFORE**, it is hereby:

**I. ORDERED** that final judgment is **ENTERED** for Plaintiffs against Defendants.

Each party shall bear its own costs and expenses, including its attorney’s fees.

**II. ORDERED** that a permanent injunction is **ENTERED** in this action as follows:

Defendants, their officers, directors, members, agents, and attorneys, their personal representatives, heirs, executors, administrators, agents, and assigns, and all those in active concert or participation with them who receive actual notice of this injunction are enjoined from:

- a. Directly or indirectly infringing any of Plaintiffs' Copyrighted Works, including any copyrighted work published under any of the imprints identified on Appendix A hereto<sup>1</sup> (the "Imprints");
- b. Directly or indirectly infringing any of Plaintiffs' Marks, including such trademarks associated with the Imprints<sup>2</sup>;
- c. Directly or indirectly manufacturing, reproducing, importing, distributing (including returning goods purchased from another), offering for sale, and/or selling infringing copies of Plaintiffs' Copyrighted Works and/or Plaintiffs' Marks; and
- d. Knowingly (i.e., with actual knowledge or reason to know) enabling, facilitating, permitting, assisting, soliciting, encouraging, or inducing others to directly or indirectly infringe, manufacture, reproduce, import,

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<sup>1</sup> "Plaintiffs' Copyrighted Works" means any and all textbooks or other copyrighted works, or portions thereof, whether now in existence or later created, regardless of media type, the copyrights to which are owned or exclusively controlled by any of the Publishers or their parents, subsidiaries, affiliates, predecessors, successors, and assigns, whether published in the United States or abroad.

<sup>2</sup> "Plaintiffs' Marks" means any and all trademarks and service marks, whether now in existence or later created, which are owned or exclusively controlled by any of the Publishers or their parents, subsidiaries, affiliates, predecessors, successors, and assigns, whether used in commerce in the United States or abroad

distribute, offer for sale, and/or sell infringing copies of Plaintiffs' Copyrighted Works and/or Plaintiffs' Marks

**III. ORDERED** that the funds in the following accounts listed below shall be disbursed to Plaintiffs through their counsel Oppenheim + Zebrak, LLP:

- a) JPMorgan (Account No. \*\*\*2619)
- b) Capital One (Account No. \*\*\*7218)
- c) Capital One (Account No. \*\*\*7017)
- d) Capital One (Account No. \*\*\*7286)
- e) Capital One (Account No. \*\*\*9131)
- f) Capital One (Account No. \*\*\*6376)
- g) Capital One (Account No. \*\*\*3005)
- h) Capital One (Account No. \*\*\*9263)
- i) Capital One (Account No. \*\*\*8247)
- j) Capital One (Account No. \*\*\*0978)
- k) Capital One (Account No. \*\*\*9308)
- l) Capital One (Account No. \*\*\*7046)
- m) Capital One (Account No. \*\*\*0945)
- n) Capital One (Account No. \*\*\*6800)
- o) Capital One (Account No. \*\*\*0919)
- p) Capital One (Account No. \*\*\*1181)
- q) Capital One (Account No. \*\*\*2143)
- r) Capital One (Account No. \*\*\*6166)
- s) JPMorgan (Account No. \*\*\*0322)

- t) JPMorgan (Account No. \*\*\*0238)
- u) JPMorgan (Account No. \*\*\*2978)
- v) JPMorgan (Account No. \*\*\*2623)
- w) JPMorgan (Account No. \*\*\*3880)
- x) JPMorgan (Account No. \*\*\*5643)
- y) E-TRADE (Account No. \*\*\*8091)
- z) E-TRADE (Account No. \*\*\*8092)
- aa) E-TRADE (Account No. \*\*\*9894)
- bb) E-TRADE (Account No. \*\*\*0547)
- cc) E-TRADE (Account No. \*\*\*7739)
- dd) E-TRADE (Account No. \*\*\*3348)
- ee) E-TRADE (Account No. \*\*\*2727)
- ff) E-TRADE (Account No. \*\*\*2729)
- gg) Amazon (ASIGJU3E80TZZ)
- hh) Amazon (A1KVVXHFGDK18Z6)
- ii) Amazon (AUJVS5879E9OV)
- jj) Amazon (A1SCHPV8CHT0QA)

**IV.** **ORDERED** that, in addition to the disbursement of funds pursuant to Section III above, the Defendants shall pay \$100,000 to Plaintiffs, through their counsel Oppenheim + Zebrak, LLP.

**V.** **FURTHER ORDERED** For avoidance of doubt, and subject to and consistent with the terms of this Permanent Injunction, the Preliminary Injunction Order currently in place regarding a restraint on Defendants' accounts at Amazon and

financial institutions, including, but not limited to the following accounts at Capital One Bank ending \*6994, \*8464, \*4923, \*5911, \*6035, \*1948, \*7313, \*8911, and \*5843, is immediately dissolved.

**VI. ~~FURTHER ORDERED~~** that the Court retains jurisdiction for the purpose of enforcing this Order. Without limiting the foregoing, in the event Plaintiffs discover any new storefronts owned or operated by Defendants in violation of any of the terms of this Permanent Injunction, Plaintiffs may move the Court for a supplemental order as may be appropriate to effectuate the purposes of this Permanent Injunction.

**SO ORDERED** this 1st day of March, 2021.

/s/ Kimba M. Wood

HON. KIMBA M. WOOD  
United States District Judge

## Appendix A: Plaintiffs' Imprints

<b>Cengage Learning</b>
Brooks Cole
Cengage
Cengage Learning
Course Technology
Delmar
Gale
Heinle
Milady
National Geographic Learning
South-Western Educational Publishing
Wadsworth
<b>McGraw Hill</b>
Irwin
Lange
McGraw-Hill
McGraw-Hill Education
McGraw-Hill Higher Education
McGraw-Hill Professional
McGraw-Hill Ryerson
McGraw-Hill/Appleton & Lange
McGraw-Hill/Contemporary
McGraw-Hill/Dushkin
McGraw-Hill/Irwin
McGraw Hill
NTC/Contemporary
Osborne
Schaum's
<b>Pearson</b>
Addison Wesley
Adobe Press
Allyn & Bacon
Benjamin Cummings
Brady
Cisco Press
Financial Times Press/FT Press
IBM Press
Longman
New Riders Press
Peachpit Press
Pearson
Pearson Education
Que Publishing
Sams Publishing